

EXHIBIT A

Rev. 1/3/02

OFFSITE DEVELOPER INSTALLED PIPING AGREEMENT

TXU Gas Distribution, a division of TXU Gas Company, ("Company") and _____ ("Developer"), whose address is _____, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Performance of the Work. Developer will, at its own expense, and assuming all risks in any way concerned therewith, and except as otherwise expressly agreed to by Company, furnish all labor, Company approved material, and services required to perform the work as described on the Scope of Work Document, attached as Exhibit "A" and made a part hereof (collectively the "Work"). Developer will furnish sufficient supervision, labor, equipment, tools and materials to enable the execution and timely completion of the Work. Developer will employ only orderly and competent employees skillful in the performance of the type of work required and Developer will work such hours, including extra shifts and overtime, as needed to timely complete the Work. Moreover, Developer will not subcontract any Work prior to obtaining Company's written approval to utilize the specific subcontractor selected by Developer; provided, however, Developer may subcontract Work to any of the contractors listed in Exhibit "F" (each individually referred to as an "Approved Contractor") without the prior written approval of Company. Notwithstanding the foregoing, the tie-in of the Work to Company's system at Final Acceptance of the Work (the "Tie-in") will be performed within 3 working days by an Approved Contractor, and will be performed in compliance with Company's specifications and at Company's direction, but Developer will be responsible to pay the contractor the cost of such Tie-in. In the event that Developer subcontracts the Work to an Approved Contractor, the parties agree that such contractor will also perform the Tie-in. However, if Developer subcontracts the Work to any contractor that is not listed in Exhibit "F," Developer and /or Developer's subcontractor must separately contract with an Approved Contractor to perform the Tie-in.
2. Acceptance of Work. Upon inspection and acceptance by Company's inspector of the Work ("Final Acceptance"), Developer will execute and deliver to Company an Assignment and Bill of Sale substantially in the form of Exhibit "B," made a part hereof, conveying the Work to Company. In addition, if the Work is not located under public rights-of-way, Developer will grant to Company an easement over the Work, which easement will be substantially in the form of the easement attached as Exhibit "C," made a part hereof. It is understood and agreed that the transfer of the Work installed by Developer pursuant to this Agreement, and the granting of any easements to Company hereunder, will be at no cost to Company whatsoever.
3. Reimbursable Costs. If a development separate and distinct from the Work is built and connected directly to the Work within three years from the date of execution of this Agreement (the "Review Period"), which development does not attach to separate offsite gas mains, then Company will reimburse Developer as follows: (i) for each bona fide residential customer located outside the Work, which is directly connected to the Work during the Review Period, Developer will be reimbursed \$75.00 (a bona fide residential customer, as used herein, means a customer with, at a minimum, an unsupplemented gas water heating unit and one additional gas outlet); and (ii) for each commercial customer located outside of the Work, which is directly connected to the Work during the Review Period, Developer will be reimbursed \$_____ for each Mcf of gas consumed and purchased under the then-applicable commercial rate by such commercial customer during the 12-month period immediately preceding the end of the Review Period. Company will, on or before 60 days following the end of the Review Period, reimburse Developer as provided in this Section. Notwithstanding the foregoing, Company will not reimburse Developer for any amount above the actual cost for the Work. Prior to any reimbursement Developer must provide Company with documentation of actual cost and Company must agree with cost.
4. Developer's Obligations. Developer will be responsible for the care and maintenance of all Work, including all facilities provided by Company to Developer, until Final Acceptance of the Work by Company, and will perform the Work in accordance with all local ordinances, with state and federal standards and with the latest version of Company's General Distribution Construction Specifications, which are referenced as Exhibit "D" and made a part hereof. Developer will secure all licenses and permits necessary to carry out the Work. Developer will be responsible for calling 1-800-DIG-TESS, and all companies known to have utility facilities in the excavation area, and will properly locate and expose, as necessary, all above-ground and underground facilities prior to beginning construction. Developer will be solely responsible for any damage to the same caused directly or indirectly by Developer or any subcontractor or agent of Developer prior to the date of Final Acceptance by Company. Developer acknowledges and agrees that the Work performed under this Agreement is for the exclusive use of Company. Developer will conduct the Work so as to minimize any adverse impact upon natural resources and the environment. Developer will further comply with standard Company operating practices, or additional guidance or requirements provided to Developer by Company, relating to environmental matters, including, without limitation, the use, handling, release, transport or disposal of any substance regulated under any environmental law or regulation, or governed by any other legal requirement. Developer will be solely responsible, as may be required by applicable environmental laws or regulations, for (i) notifying the appropriate governmental agencies of any spill or release of hazardous substances during the construction of the Work, and (ii) the cleanup and remediation of such spill or release. Developer will take all necessary precautions to adequately protect the Work, adjacent property, the public and others in the vicinity of the Work, including, without limitation, putting up and maintaining sufficient lights, barriers, signs, temporary passages and other protection necessary for that purpose. Upon completion of the Work, Developer will, at its own expense, remove all waste materials and rubbish from and about the Work site. If Developer fails to clean up the Work site after the completion of the Work, Company may do so, and the costs will be charged to Developer.
5. Warranties. Developer represents and warrants to Company that:
 - a. Developer is knowledgeable of and will fully comply with all laws, rules, regulations, ordinances and codes that may affect Developer's conduct in completing the Work or otherwise performing its obligations under this Agreement;

- b. Developer will perform the Work in a good and workmanlike manner, in accordance with high professional standards, with a level of care, skill, knowledge and judgment required, or reasonably expected, of firms or persons performing comparable services, and in strict accordance with this Agreement;
- c. All Work will be free from defects in workmanship for a period of 24 months from the date of Final Acceptance by Company of all Work;
- d. Developer assumes full responsibility for investigating conditions of any property or facilities at or with respect to which Work will be performed, for the purpose of evaluating and determining the existence and magnitude of any hazards resulting from such Work to such property, or to the property of Developer, or to the property or physical well-being of any of Developer's employees or agents performing the Work, and Developer will ensure that such persons or entities are advised of and fully understand the nature of such hazards and safety precautions that can be taken to eliminate or minimize the dangers relating to such hazards;
- e. Developer has investigated and acquainted itself with all conditions affecting the Work, including, without limitation, the character and quantity of surface and subsurface materials or obstacles that may be encountered, for purposes of properly estimating the difficulty and cost of successfully performing the Work; and
- f. At the time the Work is completed, all facilities comprising the Work will be free from liens, attachments or other encumbrances.

If Company notifies Developer within 24 months following the completion of the Work that any of the Work performed by Developer fails to conform to any of the above-specified warranties or specifications, then Developer will, at no cost or expense to Company, promptly remedy such failure and re-perform any Work necessary. Nothing herein limits the rights and remedies that may otherwise be available to Company.

6. Company's Construction Inspector. Developer will notify Company's Project Manager and Company's Construction Inspector at least five (5) days prior to starting work. Developer understands and agrees that the sole function of Company's construction inspector will be to determine whether all Work is compatible with and acceptable for connection to Company's system. If Company's construction inspector determines that all of the Work is acceptable for connection to Company's system, the same will constitute Company's Final Acceptance of the Work. If, however, Company's construction inspector determines that any part of the Work is not acceptable for connection to Company's system, Company will notify Developer of the defective or nonconforming Work and Developer will promptly remedy such Work. If Developer does not promptly remedy the defective or nonconforming Work, Company may proceed to remedy the Work as provided in Paragraph 6 of this Agreement. Company's construction inspector will have the final and binding word as to the acceptability of the finished Work under this Agreement. No portion of the Work will be backfilled or otherwise physically covered until Company's construction inspector has inspected the Work. Should any Work be backfilled or otherwise physically covered prior to inspection, Developer will, at no cost to Company, uncover said Work for inspection by Company's construction inspector.

7. Defective or Non-Conforming Work. Should Company notify Developer of defective or nonconforming Work, it may, upon failure of Developer to promptly remedy such Work, proceed to remedy the defective or non-conforming Work by the most expeditious means available, including the employment of another contractor, and backcharge Developer for all costs and expenses incurred. The performance of backcharge Work by Company will not relieve Developer of any of its responsibilities under this Agreement.

8. Indemnification. Developer agrees to and will defend, protect, indemnify and hold harmless TXU Gas Company, including its division, TXU Gas Distribution, and their parent corporation, TXU Corp., and the subsidiaries and affiliates of TXU Corp., and all officers, directors, shareholders, associates, affiliated or related firms and entities, employees, servants and agents of each (collectively, the "Company Group") from and against all claims, losses, expenses, damages, demands, judgments, causes of action, suits and liability in tort, contract or any other basis of any kind or character whatsoever (collectively, "Claims"), which occur or arise within five years after Final Acceptance and which arise out of or incident to or relate in any way to, directly or indirectly, the obligations of Developer pursuant to this Agreement, or the Work, or to any activities of Developer or any subcontractor or agent of Developer while on any premises actually or allegedly owned, controlled or operated by Company, including but not limited to, Claims for personal injury, death or property damage arising out of or resulting from (1) any condition of the premises, (2) separate operations being conducted on the premises. To the extent necessary to permit Company to enforce any term, clause or condition of this Paragraph, Developer agrees that with respect to any Claims brought against Company Group, Developer will waive as to Company Group any defense it may have by virtue of the workers' compensation laws of any state.

9. Force Majeure. If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that disability. The party so affected will give written notice of the existence, extent and nature of the Force Majeure event within 48 hours after the event begins. Failure to give notice will result in the continuance of the affected party's obligation regardless of the extent of any existing Force Majeure event. The party affected by the Force Majeure event will remedy its inability as soon as possible. The term "Force Majeure" as used herein means acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, priority allocations of pipe or other materials or orders, restraints or prohibitions by a court, board, department, commission or agency of any governmental entity, any arrests or restraints, civil disturbances, explosions and inability despite reasonable diligence to obtain materials essential to the Work.

10. Insurance. Developer will, at its sole expense, purchase and maintain, and will require its subcontractors performing any portion of the Work, to purchase and maintain in full force and effect, during the performance of any Work, insurance policies with substantial and sound insurers, having coverages of the types and in the amounts required as detailed in Developer's Minimum Insurance Requirements, attached as Exhibit "E" and made a part hereof, or as otherwise specified by Company.

11. **Assignment.** Developer will not assign, transfer or otherwise dispose of its obligations or duties under this Agreement, or any part thereof, except with the prior written consent of Company. Any such assignment or transfer made without the express written consent of Company is null and void.

12. **Independent Contractor Relationship.** Developer will act as and be deemed an independent contractor, and all persons employed by Developer in connection with this Agreement or its performance of the Work, will be its employees and not employees of Company in any respect. Developer will have the sole right to control and directly supervise the method, manner and details of the Work. Developer will not be relieved of any duty or liability relating to any Work by reason of subcontracting, and will remain responsible to Company for the full and complete performance of the Work in accordance with this Agreement. Nothing contained in this Agreement will create any contractual relationship between Company and any subcontractor.

13. **Confidentiality.** Developer agrees not to divulge to any third party without the written consent of Company, any information that relates to this Agreement or to the technical or business activities of Company obtained from or through Company in connection with the performance of this Agreement, unless the information: (1) was known or legally obtained by Developer before obtaining the same from Company; (2) is, at the time of disclosure by Developer, then in the public domain; or (3) is obtained by Developer from a third party who did not receive the information directly or indirectly from Company and who has no obligation to secrecy with respect thereto. This provision will not restrict in any manner the reporting of safety-related concerns.

14. **Miscellaneous.**

a. This Agreement will inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns.

b. This Agreement will be construed in accordance with the laws of the State of Texas, irrespective of any conflict of laws provisions.

c. Waiver by either party of any breach or the failure of either party to enforce any of the provisions of this Agreement will not limit or waive such party's right to thereafter enforce strict compliance of this Agreement.

d. If any provision of this Agreement is held invalid by any court or regulatory authority, then such provision will be deemed severable, and the remainder of this Agreement will continue in full force and effect.

e. Neither Developer's completion of any Work, nor any termination or cancellation of this Agreement, will be deemed to relieve Developer of any obligations it may have under this Agreement, which by their nature survive completion of the Work, including, but not limited to, all warranties and obligations of indemnity.

f. Company has the right to order the temporary discontinuance of any Work when, in the sole discretion of Company, the Work is not being performed in a safe manner, the specified quality of the Work is not being met or the Work is not otherwise being performed in accordance with the requirements of this Agreement. Upon receiving notice of suspension, Developer will, unless the notice requires otherwise: (1) immediately discontinue the Work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for materials, services or facilities with respect to the suspended Work other than to the extent required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to Company of all orders, subcontracts and rental agreements to the extent they relate to performance of the suspended Work; and (4) continue to protect and maintain the Work including those portions on which Work has been suspended. If Company thereafter notifies Developer that Developer may re-commence the Work, Developer will immediately resume performance under this Agreement to the extent required in the notice.

g. Company may terminate this Agreement without cause, in whole or in part, by providing written notice to Developer. Upon receiving notice of termination, Developer will discontinue all Work in accordance with Company's termination instructions. In addition, Developer will promptly delay or terminate all applicable orders and subcontractors. Company's only liability to Developer for termination of this Agreement before Final Acceptance will be to pay Developer's costs in constructing the Work before the notice of termination is received.

h. All notices and payments from one party to the other will be deemed to have been delivered when hand delivered or when placed in the United States mail, return receipt requested, postage prepaid, if sent to the following addresses:

TXU Gas Distribution

Attn: _____

i. This Agreement and all Exhibits attached hereto constitute the final expression of agreement between the parties and parol or extrinsic evidence is inadmissible to explain, vary or contradict the express terms of this Agreement.

By: _____
Name: _____

TXU Gas Distribution, a division of TXU Gas Company

By: _____
Name: _____

Title: _____
Date: _____

Title: _____
Date: _____

Exhibit "A"
to Offsite Developer Installed Piping Agreement

SCOPE OF WORK

- **WR #** _____
- **SUBDIVISION & PHASE** _____
- **DEVELOPER REQUIREMENTS: GAS MAIN EXTENSION**

ALLEY DISTRIBUTION:

The developer will install all gas main(s) as designed to serve the project. Also, service taps and service line risers. The developer will be responsible for installing facilities to TXU Gas specifications including, but not limited to, tracer wire, test stations, etc.

FRONT LOT DISTRIBUTION:

The developer will install all gas main(s) as designed to serve the project. Also, service taps or stubs to a point 10 feet inside the property line. Curb marker medallions and/or marker balls will be placed to mark all service stubs. The developer will be responsible for installing facilities according to TXU Gas specifications including, but not limited to, tracer wire, test stations, etc.

- Developer will be responsible for, but not limited to, all erosion prevention, landscaping repair, ditch compaction and street or highway restoration required by such easements, permits and necessitated as a results on the described work.
- In addition, the Developer will be responsible for the following:
 1. Notification to Company New Construction Manager and Inspector five days prior to start of construction
 2. Approximate footage of each size gas mains listed below.

Exhibit "B"
to Offsite Developer Installed Piping Agreement

BILL OF SALE AND ASSIGNMENT FORM

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

§

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THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, a _____ corporation (hereinafter referred to as "Seller"), hereby grants, bargains, sells, assigns, transfers and conveys unto TXU GAS DISTRIBUTION, a division of TXU Gas Company, 1601 Bryan Street, Dallas, Texas 75201, a Texas corporation (hereinafter referred to as "Buyer"), its successors and assigns, all of Seller's right, title and interest to and in the following, all of which is collectively referred to hereafter as the "Property":

- (a) that equipment and those facilities described in Attachment "A," located on that property described in Attachment "B," as configured and situated along the route described in Attachment "C," all such attachments being a part hereof; and
- (b) all easements and permits related to the equipment and facilities set forth above, as described in Attachment "D," being a part hereof

Seller warrants that it is the lawful owner in every respect of the Property, and that the Property is free and clear of all liens, security agreements, encumbrances, claims, demands and charges of every kind whatsoever. Seller further warrants that it is not aware of any existing violations of any law, ordinance or regulation relating to the Property, or of any latent or patent defects in the Property.

TO HAVE AND TO HOLD unto the said Buyer, its successors and assigns forever, to warrant and defend the title to the Property against every person whomsoever lawfully claiming the Property or any part of it.

Seller further agrees to execute and deliver any and all further conveyances, assignments, bills of sale, certificates, instruments of transfer or other documents that may be necessary or appropriate to effectuate the terms hereof, and the terms of that certain Developer Installed Piping Master Agreement between Buyer and Seller, dated _____, and to vest in Buyer, its heirs, representatives, successors and assigns, title to the Property.

IN WITNESS WHEREOF, this Bill of Sale and Assignment is executed on the ____ day of _____, 200__.

TXU GAS DISTRIBUTION,
a division of TXU Gas Company

By: _____

By: _____

Title: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ of TXU GAS DISTRIBUTION, a division of TXU Gas Company, a Texas corporation,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and
deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day of _____, 200__.

Notary Public in and for The State of Texas
My Commission expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, a _____, known to me
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the
same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said
company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day of _____, 200__.

Notary Public in and for the State of _____
My commission expires: _____

Exhibit "E"
to Offsite Developer Installed Piping Agreement

DEVELOPER/CONTRACTOR MINIMUM INSURANCE REQUIREMENTS

DEVELOPER/CONTRACTOR will, at its own expense, maintain in force throughout the period of this Agreement and until released by COMPANY the following minimum insurance coverages, with insurers acceptable to COMPANY.

- 1) Employers' Liability and Workers' Compensation Insurance, providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employers' Liability Insurance will be One Million Dollars (\$1,000,000) each accident bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, One Million Dollars (\$1,000,000) policy limit bodily injury by disease.
- 2) Commercial General Liability Insurance, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage, products and completed operations coverage [continuing for two (2) years after Final Acceptance], coverage for explosion, collapse and underground hazards, independent contractors' coverage, coverage for incidental medical malpractice, water craft coverage, coverage for pollution to the extent normally available and exemplary punitive damage, and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence / One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 3) Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, whether licensed or not with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 4) Excess Public Liability Insurance over and above the Employers' Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence / One Million Dollars (\$1,000,000) aggregate.
- 5) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies will name COMPANY as insureds under the policies. All policies will contain provisions whereby the insurers waive all rights of subrogation against COMPANY and provide sixty (60) days advance written notice to COMPANY prior to anniversary date of cancellation or any material change in coverage or condition.

The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies will contain provisions that specify that the policies are primary and will apply without consideration for other policies separately carried and will state each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Only one deductible will apply per occurrence regardless of the number of insureds involved in the occurrence. CONTRACTOR will be responsible for any deductibles or retentions.

To the extent that policies provided hereunder include aggregates applicable to coverage limits, the first One Million Dollars (\$1,000,000) of liability insurance will limit coverage to this Project.

- 6) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made basis, will be maintained in full force and effect for two (2) years after Final Acceptance.
- 7) The requirements contained herein as to the types and limits of all insurance to be maintained by CONTRACTOR are not intended to and will not, in any manner, limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.
- 8) Prior to commencement of work and at insurance policy renewal, DEVELOPER/CONTRACTOR will provide to COMPANY Certificates of Insurance evidencing the coverage required herein and upon COMPANY's request. COMPANY's review of certificates or policies will not be construed as accepting any deficiencies in CONTRACTOR's insurance or relieve CONTRACTOR of any obligations set forth herein. In addition, CONTRACTOR will require each of its subcontractors to provide adequate insurance. Any deficiencies in the insurance to be provided by subcontractors will be the responsibility of CONTRACTOR.
- 9) DEVELOPER/CONTRACTOR agrees to report to COMPANY in writing as soon as practical all instances of damage to the Project and all accidents or occurrences resulting in injuries to any person, including death, involved in the Project, and any property damage arising out of the performance of the Work.

DEVELOPER/CONTRACTOR is encouraged to carry such other or additional insurance as CONTRACTOR may deem necessary to assure its financial integrity to discharge all obligations and potential liabilities under this Agreement.

If the insurance obligations required in this agreement exceed the maximum limits permitted by law or do not otherwise conform with any applicable law, then this agreement will be deemed amended so as to only require CONTRACTOR to provide insurance to the maximum extent allowed by law.

CONTRACTOR's insurance obligations include coverage supporting its obligations to defend, indemnify and hold harmless COMPANY Group for CLAIMS arising out of COMPANY's sole or concurrent negligence, with minimum limits of \$1,000,000 or the maximum amount permitted by law for these indemnification obligations.

WORK ASSIGNMENT SUPPLEMENT (Gas)

This Work Assignment Supplement is entered into effective _____, 200____, by and between _____ ("CONTRACTOR"), _____ ("DEVELOPER"), and TXU Gas Distribution, a division of TXU Gas Company ("COMPANY").

PERFORMANCE OF WORK - CONTRACTOR will perform the work identified herein (the "Work") as authorized by COMPANY, pursuant to the terms and conditions in the Assigned Task Agreement between COMPANY and CONTRACTOR, which Agreement is incorporated herein by reference. When and as expressly authorized by COMPANY, and notwithstanding any provision to the contrary in the above-referenced Assigned Task Agreement, DEVELOPER will, without contribution from or obligation on the part of COMPANY, pay CONTRACTOR the full and complete cost of the Work, as mutually agreed between CONTRACTOR and DEVELOPER. Notwithstanding the foregoing, COMPANY will own the Work.

SCOPE OF WORK - CONTRACTOR will perform the Work in accordance with the Scope of Work Attachment and the drawings, specifications, and instructions, if any attached hereto, and identified in the List of Attachments set forth herein. DEVELOPER will have the right, at all times, to instruct CONTRACTOR to construct the Work in accordance with the Scope of Work Attachment, but DEVELOPER has no obligation to supervise CONTRACTOR in the performance of the Work.

CONTRACTOR will, in consultation with DEVELOPER, assume full responsibility for investigating conditions of any property or facilities at or with respect to which Work will be performed, for the purpose of evaluating and determining the existence and magnitude of any hazards resulting from such Work to such property, or to the property of DEVELOPER, or to the property or physical well-being of any of DEVELOPER's employees or agents, and CONTRACTOR and/or DEVELOPER, as appropriate, will ensure that DEVELOPER's and CONTRACTOR's employees and agents are advised of and fully understand the nature of such hazards and safety precautions that can be taken to eliminate or minimize the dangers relating to such hazards.

If the real property on which the Work is being performed is not located on public rights-of-way, then DEVELOPER will grant to COMPANY (and/or, in COMPANY's discretion, to CONTRACTOR) an easement over such property, to the extent necessary to allow for complete performance of the Work, on COMPANY's standard form, prior to the commencement of the Work.

DEVELOPER must notify COMPANY's Project Manager at least five days prior to commencement of construction.

INVOICES - All invoices will be sent to DEVELOPER at the following address:

Address: _____

LIST OF ATTACHMENTS - COMPANY, DEVELOPER, and CONTRACTOR agree that the following described attachments, if any, are incorporated herein in their entirety.

1. Scope of Work Attachment
2. Design Layout of Facilities

CONTRACTOR:

**TXU Gas Distribution,
a division of TXU Gas Company**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DEVELOPER:

By: _____

Name: _____

Title: _____

WORK ASSIGNMENT SUPPLEMENT**SCOPE OF WORK ATTACHMENT**

WR # _____

DEVELOPER REQUIREMENTS: GAS MAIN EXTENSION

CONTRACTOR will be responsible for providing gas mains of the number, dimensions, and footages specified below:

COMPANY will be responsible for the following:

1. Inspecting all work performed by CONTRACTOR in a reasonably timely manner.
2. Notifying DEVELOPER within a reasonable time after Final Acceptance of the Work by COMPANY.

Approved Contractors List

1. Texcon Construction – Buster Smith ph : 979-690-7711
2. CB Construction – Cam Moorehead ph : 979-229-1779
3. Young Contractors – Keith Pierson ph 979-779-1112
4. M.J. Sheridan Construction – Albert Toledo ph 979- 492-3103

Oncor Personnel

1. Oncor Inspector – Andy Moore – mobile 979-255-4505
2. Oncor Engineer – Kimberly Winn ph : 979-774-2506
3. Oncor New Construction Manager – Rick Herbelin ph: 254-750-5330

Note: We encourage pre-construction meetings on all developer installed piping systems between the developer, contractors and Oncor personnel. It will be up to the developer or contractor to schedule because of their start date.